Joint CLEC Proposed Modifications to AT&T Revised Tariff Provisions Found in Schedule RAS-4

16. Direct Current ("DC") Power Delivery – per power lead

DC power delivery consists of the furnishing and installation of power cable and associated cable racking (including support and fabrication material) necessary to provision power feeds between the customer's collocation arrangement and either SBC Illinois' Power Board or Battery Distribution Fuse Bay ("BDFB"). DC Power is delivered over two power feeds (together comprising a "power delivery arrangement"), each capable of carrying the Collocator-Specified Amperage Load to the customer's collocation arrangement. The nonrecurring charge applicable is specified in the pricing section following. The Collocator-Specified Amperage Load is the amount of power, expressed in amperage, that the CLEC specifies as its actual consumption over its power delivery arrangement.

16A. Collocator Specification of Amperage Load

For existing power delivery arrangements in Illinois, wWithin one hundred eighty (180) thirty (30) days of the effective date of this tariff section or the establishment of a new collocation arrangement, Collocator will submit to SBC Illinois a signed self-certification ("Certification") stating that it has performed a physical site, measured verification of the total_actual DC current drain, in amperes, for each of its power delivery arrangements. For new DC Power Delivery Arrangements established after the effective date of this tariff, Collocator shall submit a Certification stating the total drain in amperes for the new arrangement, within ninety (90) days of when that arrangement is turned over to Collocator, or within thirty (30) days from the date that the Collocator's equipment within the DC Power Arrangement is turned up, whichever is earlier.

SBC Illinois may begin billing the Collocator based on the Interim Amperage (as defined below) from the effective date of the tariff until Collocator submits an initial Certification containing the Collocator-Specified Amperage for each DC Power Delivery Arrangement. To establish an interim Collocator-Specified Amperage for each DC Power Delivery Arrangement, SBC Illinois shall average the Collocator's DC Power metered used for the three months prior to the effective date of the tariff ("Interim Amerpage"). The Collocator shall submit the initial Certification within 180 days of the effective date of the tariff ("Initial Certification Report"). The Initial Certification Report will also contain a statement signed by a responsible officer of the company, which attests that Collocator is not exceeding the total load of power as reported on the Certification. Upon submission of the Initial Certification Report, SBC Illinois may calculate a true-up for the difference in the Interim Amperage billed and the Initial Certification reported amperage from the effective date of the tariff. The cumulative true-up for all affected DC Power Delivery Arrangements will be assessed as a credit or backbill to Collocator within ninety

(90) days from the date the Initial Certification is submitted to SBC Illinois. The Initial Certification Report will be used This initial self-certification shall contain the measured total actual DC current drain in amperes and this shall be used by SBC Illinois for billing on a per amperage basis until it is adjusted as set forth elsewhere in this tariff. Subsequent to the Initial Certification Report, on an annual basis, on or before March 1 of each year, On a semi-annual basis after the initial self-certification, Collocator will submit to SBC Illinois a signed self-Certification stating that it has performed a physical site, measured verification of the total actual drain, in amperes, for each of its power delivery arrangements, including a statement signed by a responsible officer of the company, which attests that Collocator is not exceeding the total load of power as reported on the Certification. Each semi-annual self-Certification shall contain the measured total actual DC current drain in amperes which will be used by SBC Illinois to adjust billing on a per amperage basis, if different than the previous self-Certification. If Collocator increases or decreases its total actual DC current drain on a given power delivery arrangement by more than ten (10) amperes between self-Certifications or modifies or changes its equipment within a collocation space such that it alters the amount of power consumed, it shall submit to SBC Illinois a Certificationstatement of its revised Collocator-Specified Amperage Load for the affected power delivery arrangement. The revised Certification shall be used by SBC Illinois for billing until it is adjusted as set forth elsewhere in this tariff. Collocator may submit revised Certifications to SBC Illinois at any time and the revised Certifications will be used by SBC Illinois for billing until it is adjusted as set forth elsewhere in this tariff.

17. Direct Current ("DC") Power Amperage

SBC Illinois will provide DC power subject to a monthly recurring charge determined by multiplying the per DC amperage ("amp") rate by the Collocator-Specified Amperage Load-. The minimum Collocator-Specified Amperage Load is 05 amps and maximum is 50 amps when provisioned from a SBC Illinois Battery Distribution Fuse Bay ("BDFB"). The minimum Collocator-Specified Amperage Load is 51 amps and maximum is 200 amps when provisioned from a SBC Illinois Power Board. Above these minimums, the Collocator-Specified Amperage Load can be ordered specified in one (1) amp increments. By way of example, if the Collocator Specified Amperage Load is twentyone (21) amps of DC Power, Collocator will be considered to have specified two (2) twenty-one (21) amp power feeds (for a combined total of forty-two (42) amps), but SBC Illinois shall only bill Collocator the monthly recurring charge applicable to the Collocator Specified Amperage Load, that is, twenty-one (21) amps. provision the Collocator represents and warrants that it at no time will draw more than its Collocator-Specified Amperage Load on the DC power leads provided by SBC Illinois for a power arrangement. The DC power charge per amp covers the use of SBC Illinois' DC power plant, backup generator and fuel pump activity, batteries and rectifiers, BDFB, Heating, Ventilating, and Air Conditioning ("HVAC") and AC energy to convert to DC power. The Charge for this rate element is specified in the pricing section following.

18. Power Fuse Reductions on Battery Distribution Fuse Bay ("BDFB") (50amp A feed and 50 amp B feed and below power arrangements) – refusing only

Upon request, SBC Illinois will project manage the change of the power fusing on the Collocator's power services associated with serving an existing Physical or Virtual Collocation Arrangement when power fuses are being modifiedreduced at the SBC Illinois BDFB. When power fuses are being reduced the minimum amperage permitted at the BDFB will be 5AMPs. The work activities applicable to modifications reduction—of power fuses on the SBC Illinois BDFB includes: power fuse rearrangement, restenciling power and tag cables, updating records, and vendor engineering.

19. Power Fuse Reductions on Power Board (51 amp A feed and 51 amp B feed and above arrangements) – refusing only.

<u>Upon request,</u> SBC Illinois will project manage fuse capacity changes at SBC Illinois Power Boards associated with a Collocator's existing Physical Collocation Arrangement. When power fuses are being <u>modifiedreduced</u>, the minimum DC amperage permitted at the Power Board will be 51 amps. The work activities applicable to <u>modificationreduction</u> of power fuses on the SBC Illinois Power Board includes: power fuse arrangement, restencil power and tag cables, power records update and vendor engineering. Reductions to 50 amps or less will also require recabling to an SBC Illinois Battery Distribution Fuse Bay ("BDFB").

20. For existing collocation arrangements, power reductions defined in 18 and 19 above will be available to Collocators that submit such requests and pay the appropriate order charge listed under subsection D Prices following. SBC Illinois will be responsible for the costs associated with any refusing and cabling required to implement the requested power reduction.

21. Audit Provision

<u>A.</u> SBC Illinois may periodically validate Collocator's actual usage at a power delivery arrangement ("audit").

- 1. SBC Illinois will be limited to one audit per collocation per calendar year.
- 2. For each audit performed by SBC Illinois, SBC Illinois shall provide a written copy of the audit results to Collocator within thirty (30) days of the validation. SBC Illinois shall provide, at a minimum, the following information to Collocator regarding the audit results: date and time of validation; the location of the collocation arrangement audited (by CLLI, fuse position and bay); the equipment used to perform the audit (by manufacturer model); and the number of amps measured. SBC Illinois and affected CLECs will cooperate to prepare a standard form that contains the aforementioned information within thirty (30) days from the effective date of the tariff.

- B. If the audit determines that actual DC current drain is between 0-9% different from the latest Collocator-specific Amperage (either from the most recent Certification report, SBC Illinois audit, or collocation application, whichever is later), then SBC Illinois will not make any modifications to the CLEC's billing for the identified power delivery arrangement.
- If SBC Illinois detects a discrepancy of 10% 19% or more between the actual usage and the Collocator-Specified Amperage Load at a power delivery arrangement, and if the discrepancy is at least 5 amps, SBC Illinois will provide notice of the discrepancy to Collocator, as provided in Sec. 21A above. No sooner than thirty ten (3010) days after the date of this notice, SBC Illinois will update the Collocator's billing to reflect the SBC Illinois-validated usage, covering the period from the present back to the most recently dated earlier of the most recent collocation application, the most recent submission of a revised Collocator-Specified Amperage Load, or the most recent self-eCertification. SBC Illinois will also update the Collocator's billing going-forward to reflect the SBC Illinoisvalidated usage. Collocator shall have the right to dispute SBC Illinois' findings and may file a written dispute within 30 days after the date of the notice from SBC Illinois. To resolve the dispute, SBC Illinois and Collocator will set a mutually agreeable date to coordinate a joint metering of the arrangement to verify findings. If the joint metering does not resolve the dispute, then the parties will resolve the dispute using the dispute resolution processes included in their respective interconnection agreement or found in this tariff. If the joint metering resolves the dispute, then the revised and agreed upon reading shall be used as the Collocator-Specified Amperage Load.
- If SBC Illinois detects a discrepancy of 20% or more between the actual usage and the Collocator-Specified Amperage Load at a power delivery arrangement, and if the discrepancy is at least 5 amps, SBC Illinois will provide notice of the discrepancy to Collocator as specified in Sec. 21A above. No sooner than thirty (30)ten (10) days after the date of this notice. SBC Illinois will update the Collocator's billing to reflect the SBC Illinois-validated usage, covering the period from the present back to the earlier-most recently dated of the most recent collocation application, the most recent submission of a revised Collocator-Specified Amperage Load, or the most recent self-Certification. SBC Illinois will also update the Collocator's billing going forward to reflect the SBC Illinoisvalidated usage. Collocator shall have the right to dispute SBC Illinois' findings and may file a written dispute within 30 days after the date of the notice from SBC Illinois. To resolve the dispute, SBC Illinois and Collocator will set a mutually agreeable date to coordinate a joint metering of the arrangement to verify findings. If the joint metering does not resolve the dispute, then the parties will resolve the dispute using the dispute resolution processes included in their respective interconnection agreement or found in this tariff. If the joint metering resolves the dispute, then the revised and agreed upon reading shall be used as the Collocator-Specified Amperage Load. In addition, if the dispute is decided in favor of SBC Illinois or Collocator does not dispute the SBC Illinois audit findings, Collocator shall reimburse SBC Illinois, on a time and materials basis, for the costs it incurs to conduct the audit and to adjust the billing for that arrangement. If

the dispute is resolved in favor of Collocator, Collocator will not be required to reimburse SBC Illinois for its cost of the audit and any amounts paid based on the SBC Illinois updated audit results will be subject to true-up.